

Lease Addendum

Basic Version

Section 8 Tenant-Based Assistance Rental Certificate Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

1. Term of Lease

Initial term of lease. (Enter first and last date of initial term. The initial term must be for at least one year.)

The initial term begins on: _____

The initial term ends on: _____

2. Definitions

Certificate program. The Section 8 rental certificate program. Under this program, HUD provides funds to an HA for rent subsidy on behalf of an eligible family. The tenancy under this lease will be assisted with rent subsidy under the certificate program.

Contract rent. The total monthly rent payable to the owner for the contract unit. The contract rent is the sum of the tenant rent plus the HA housing assistance payment to the owner.

Contract unit. The housing unit rented by the tenant.

Family. The persons who may reside in the unit with assistance under the program.

HA. Housing agency.

HAP contract. The housing assistance payments contract. The HAP contract is a contract between the HA and the owner. The HA pays housing assistance payments to the owner in accordance with the HAP contract.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HQS. Housing quality standards.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, *Federal Register* notices or other binding program directives.

Lease. The lease to the tenant. The lease includes the lease addendum.

Lease addendum. The lease language required by HUD.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 certificate program.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The tenant is the family member who leases the contract unit from the owner.

Tenant rent. The portion of the contract rent payable by the family, as determined by the HA in accordance with HUD requirements.

3. Purpose

This is a lease between the tenant and the owner.

The family is a participant in the Section 8 certificate program. The tenant is the family member who leases the contract unit from the owner. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the certificate program.

The owner will enter into a HAP contract with the HA under the certificate program. The purpose of the HAP contract is to assist the tenant to lease a dwelling unit from the owner for occupancy by the family with tenant-based assistance under the certificate program.

4. Lease of Contract Unit

The lease must include word-for-word all provisions of this lease addendum.

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

The lease for the contract unit has been approved by the HA. The lease may not be revised unless any lease revision has been approved in writing by the HA.

5. Use and Occupancy of Contract Unit

The family must use the contract unit for residence by the family. The unit must be the family's only residence.

The composition of the family residing in the contract unit must be approved by the HA.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

6. Maintenance and Utilities: Owner and Family Responsibility

The owner must maintain the contract unit and premises in accordance with the HQS.

The owner is not responsible for a breach of the HQS that is caused by any of the following:

The family fails to pay for any utilities that the owner is not required to pay for under the lease, but which are to be paid by the tenant;

The family fails to provide and maintain any appliances that the owner is not required to provide under the lease, but which are to be provided by the tenant; or

Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear).

The family must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease.

7. Term of Lease

a. When lease terminates.

The term of the lease terminates if any of the following occurs:

- The lease terminates (as provided in paragraph b);
- The HAP contract terminates; or
- The HA terminates program assistance for the family.

b. Termination of lease.

The lease terminates if:

- The owner terminates the tenancy;
- The tenant terminates the lease; or
- The owner and the tenant agree to terminate the lease.

c. Termination of assistance.

The HA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the HA terminates program assistance for the family, the HAP contract terminates automatically.

8. Contract Rent and Tenant Rent

The amount of the contract rent shall be determined by the HA in accordance with HUD requirements.

The amount of the tenant rent shall be determined by the HA in accordance with HUD requirements.

The amount of the tenant rent is subject to change by the HA during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the HA to the family and the owner.

The amount of the tenant rent is the maximum amount the owner can require the tenant to pay for rent of the contract unit, including all services, maintenance and utilities to be provided by the owner in accordance with the lease.

The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent, and must immediately return any excess rent payment to the tenant.

The tenant rent may not be more than the contract rent minus the HA housing assistance payment to the owner.

9. Termination of Tenancy by Owner

a. Grounds.

During the term of the lease, the owner may only terminate the tenancy on the following grounds:

- Serious or repeated violation of the terms and conditions of the lease;
- Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the contract unit and the premises;
- Criminal activity (as provided in paragraph b); or
- Other good cause.

The requirement to terminate tenancy for such grounds:

- Only applies during the term of the lease, including the initial term and any extension term; and

Does not apply if the owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

b. Criminal activity.

Any of the following types of criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

Any drug-related criminal activity on or near the premises.

c. Other good cause.

"Other good cause" for termination of tenancy by the owner may include, but is not limited to, any of the following examples:

Failure by the tenant family to accept the offer of a new lease or revision;

A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;

The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or

A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).

During the first year of the lease term, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause" based on any of the following grounds:

Failure by the family to accept the offer of a new lease or revision;

The owner's desire to use the unit for personal or family use, or for a purpose other than use as a residential rental unit; or

A business or economic reason for termination of the tenancy.

d. Nonpayment by HA: Not grounds for termination of tenancy.

The tenant is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the HAP contract between the owner and the HA.

An HA failure to pay the housing assistance payment to the owner is not a violation of the lease. During the term of the lease, the owner may not terminate the tenancy of the family for nonpayment of the HA housing assistance payment.

e. Eviction by court action.

The owner may only evict the tenant from the contract unit by instituting a court action.

10. Owner Termination Notice

a. Notice of grounds.

The owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

b. State or local eviction notice.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.

The owner must give the HA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant.

11. Offer of New Lease

The owner may offer the family a new lease, for a term beginning at any time after the initial term. The owner must give the tenant written notice of the offer, with a copy to the HA, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the family.

12. Lease Termination or Move Out by Family

The tenant may terminate the lease without cause at any time after the first year. The lease may not require the tenant to give more than 60 calendar days notice of such termination to the owner.

The tenant must notify the HA and the owner before the family moves out of the unit.

13. Execution of HAP Contract

This lease has been signed by the parties on the expectation that the HA will promptly execute a HAP contract with the owner. This lease shall not become effective unless the HA has executed a HAP contract with the owner effective the first day of the term of the lease.

The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the HAP contract has been executed by the end of this period, this lease shall be void.

14. Housing Assistance Payment

Each month the HA will make a housing assistance payment to the owner on behalf of the tenant family in accordance with the HAP contract. The monthly housing assistance payment by the HA shall be credited toward the monthly rent payable by the tenant to the owner under this lease. The balance of the monthly rent shall be paid by the tenant.

15. Prohibited Lease Provisions

The following types of lease provisions are prohibited by HUD. If there is any prohibited provision in this lease, the provision shall be void.

a. Agreement to be sued.

Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner, in a lawsuit brought in connection with the lease.

b. Treatment of personal property.

Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property left in the contract unit

after the tenant has moved out. The owner may dispose of this personal property in accordance with State and local law.

c. Excusing owner from responsibility.

Agreement by the tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

d. Waiver of notice.

Agreement by the tenant that the owner may institute a lawsuit against the tenant without notice to the tenant.

e. Waiver of legal proceedings.

Agreement by the tenant that the owner may evict the tenant or household members (1) without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or (2) before a court decision on the rights of the parties.

f. Waiver of jury trial.

Agreement by the tenant to waive any right to a trial by jury.

g. Waiver of right to appeal court decision.

Agreement by the tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Tenant chargeable with cost of legal actions regardless of outcome.

Agreement by the tenant to pay the owner's attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay costs if the tenant loses.

16. Security Deposit

The owner may collect a security deposit from the tenant.

When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts that the tenant owes under the Lease.

The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

17. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

18. Conflict with Other Provisions of Lease

If there is any conflict between the provisions of the lease addendum and any other provisions of the lease, the lease language required by HUD shall control.

19. Written Notices

When this lease addendum requires any notice by the tenant or the owner, the notice must be in writing.

Signatures

Tenant

Print or Type Name of Tenant

Signature

Date

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Instructions for Use of Basic Certificate Lease Addendum

1. Use of Addendum

The text of contract form HUD-52535.3 is the "lease addendum" for families receiving tenant-based assistance in the Section 8 certificate program. The lease must include word-for-word all provisions of the lease addendum. Use of this language is required by HUD.

2. HA Approval

The lease between the tenant and owner (including any new lease or lease revision) must be approved by the Housing Agency (HA). Before approving the lease or revision, the HA must determine that the lease contains all provisions of the lease addendum.

3. Change of Terminology

The text of the lease addendum may not be modified. However, the Housing Agency may approve the following changes of terminology:

--The lease addendum may be designated as a "section" or other subdivision of the lease.

--The lease addendum may be revised by substituting an equivalent term for any of the following terms:

"tenant" (e.g., by substituting the term "lessee")

"owner" (e.g., by substituting the term "landlord" or "lessor")

"contract unit" (e.g., by substituting the term "dwelling unit" or "unit")

--The lease addendum may be revised by substituting the HA name or abbreviation for the terms "Housing Agency" or "HA".

4. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

5. Security Deposit

At the option of the HA, the HA may require that the lease must include a provision that prohibits the owner from holding a tenant security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

6. Term of Lease

Section 1 of the lease addendum must state the initial term of the lease.

The initial term of the lease must be for at least one year.

The lease must provide for automatic renewal after the initial term. The lease may provide either:

--For automatic renewal for successive definite terms (e.g., month-to-month or year-to-year), or

--For automatic indefinite extension of the lease term.